



## II. CLAIMS FOR RELIEF

### Factual Allegations Common to all Claims

1. The Plaintiffs are residents of Clark County Nevada and were at all relevant times mentioned herein, from approximately June 2014 through approximately October 20, 2016 an employee at the Defendants' place of business, All About Service Limousine in Clark County Nevada (hereinafter collectively referred to with Mick Manly as "Defendants").
2. Defendant ALL ABOUT SERVICE LIMOUSINE, INC. is and was, upon information and belief, at all material times mentioned herein a Nevada Corporation duly organized under the laws of the state of Nevada and, upon information and belief, was and is doing business as ALL ABOUT SERVICE LIMOUSINE, INC., operating at 2350 S. Jones Blvd., Suite 101, Las Vegas, NV 89146.
3. Upon information and belief, the Defendants engage in a for-profit business which has gross revenue in excess of \$500,000 per annum and is engaged in the production of goods for interstate commerce and/or the use and/or handling of goods which have moved in interstate commerce as such terms are defined in the FLSA and are employers subject to the jurisdiction of the FLSA.
4. The Defendant MICK MANLY is or was the employer of the Plaintiff if the corporate defendant is or was defunct, or for any reason is deemed to not be Plaintiff's employer, at any of the relevant times mentioned herein.
5. The Defendant MICK MANLY is or was the owner or sole or partial shareholder of the corporate defendant.
6. The Defendant MICK MANLY is or was a director of the corporate defendant.
7. The Defendant MICK MANLY is or was an officer of the corporate defendant.

- 1           8.       The Defendant MICK MANLY by virtue of his status as an owner, shareholder,  
2                 director, and officer of the corporate defendant exercises complete control over the  
3                 corporate defendant.
- 4           9.       Throughout this Complaint the term Defendants refers to all Defendants both  
5                 severally and collectively as the context indicates. Defendants are employers as  
6                 defined in the FLSA and under NRS 608.011.
- 7           10.      The individual plaintiffs have each been an employee of the defendants during the  
8                 time period pertinent to this complaint, to wit, the three years immediately preceding  
9                 the initiation of this action. The individual plaintiffs have performed labor and  
10                services in various occupations that are subject to the aforesaid provisions of the  
11                FLSA. These occupations include, but are not limited to, work as managers.  
12                Defendants, through their agents, servants, and/or employees, are engaged in  
13                interstate commerce. Such interstate commerce by said defendants includes, but is  
14                not limited to, the shipment and/or purchase and use of a substantial amount of  
15                goods and/or information shipped in interstate commerce through the United States  
16                Post Office and/or telephone lines and/or other means, as well as other activities  
17                constituting interstate commerce under the provisions of said Act.
- 18           11.      The labor and services performed by the plaintiffs was directly essential to the  
19                 shipment and use of various goods which moved in interstate commerce, and  
20                 plaintiffs therefor were engaged in commerce or in the production of goods for  
21                 commerce as that term is used in the Act while employed by the defendants.
- 22           12.      That the individual defendant has intentionally acted to violate Federal Law on  
23                 behalf of the plaintiffs' nominal employer(s), who was the corporate defendant and  
24                 as a result the individual defendant, who was a decision making manager and/or  
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26                 as a result the individual defendant, who was a decision making manager and/or  
27                 as a result the individual defendant, who was a decision making manager and/or  
28                 as a result the individual defendant, who was a decision making manager and/or

controlling agent and/or principal owner of the corporate defendant, have assumed the position of "employer(s)" and/or the liability otherwise imposed upon "employers" in regards to the plaintiff within the meaning of Federal Law and as a result thereof the individual defendant has assumed personal liability for all sums of money owed to the plaintiff pursuant to Federal Law.

13. The Defendant Mick Manly was Plaintiffs' employer under NRS 608.011.
14. That the intentional violations of law alleged to have been committed herein were done with the specific approval of the individual defendant and make the individual defendant "employer" or "joint employer" of the plaintiff for the purposes of the claims made herein and/or otherwise makes the individual defendant legally liable for the claims made herein.
15. That the individual and corporate defendants are, upon information and belief, the alter-ego of one another.
16. That the various violations of law which are alleged herein were committed intentionally and/or willfully by all of the defendants.
17. On or about October 20, 2016 the Defendants terminated Plaintiffs' employment and discharged both of them.
18. Defendants failed to pay Plaintiffs their final wages, in accordance with NRS 608.020 and NRS 608.040. More than thirty (30) days has passed without Defendants paying Plaintiffs their final wages.
19. In 2014 Plaintiff Tsadok Zizi worked a total of 960 hours of straight time and a total of 1,272 hours of overtime. For that year he only received \$7,800.00 in wages. His hourly rate under state minimum wage law should have been \$8.25 per hour on

- 1 straight time and \$12.375 per hour for all overtime hours in excess of 8 hours per  
2 day. For 2014 Plaintiff Tsadok Zizi is owed \$15,861.12 (\$23,661.12-\$7,800.00).
- 3 20. In 2015 Plaintiff Tsadok Zizi worked a total of 2,000 hours of straight time and a  
4 total of 2,650 hours of overtime. For that year he only received \$14,225.26 in wages.  
5 His hourly rate under state minimum wage law should have been \$8.25 per hour on  
6 straight time and \$12.375 per hour for all overtime hours in excess of 8 hours per  
7 day. For 2015 Plaintiff Tsadok Zizi is owed \$35,068.74 (\$49,294.00-\$14,225.26).
- 8 21. In 2016 Plaintiff Tsadok Zizi worked a total of 1,600 hours of straight time and a  
9 total of 2,120 hours of overtime. For that year he only received \$3,918.75 in wages.  
10 His hourly rate under state minimum wage law should have been \$8.25 per hour on  
11 straight time and \$12.375 per hour for all overtime hours in excess of 8 hours per  
12 day. For 2016 Plaintiff Tsadok Zizi is owed \$35,516.25 (\$39,435.00-\$3,918.75).
- 13 22. In 2014 Plaintiff Juley Zizi worked a total of 960 hours of straight time and a total of  
14 48 hours of overtime. For that year she only received \$3,960.00 in wages. Her  
15 hourly rate under state minimum wage law should have been \$8.25 per hour on  
16 straight time and \$12.375 per hour for all overtime hours in excess of 8 hours per  
17 day. For 2014 Plaintiff Juley Zizi is owed \$4,554.00 (\$8,514.00-\$3,960.00).
- 18 23. In 2015 Plaintiff Juley Zizi worked a total of 2,000 hours of straight time and a total  
19 of 100 hours of overtime. For that year she only received \$12,342.50 in wages. Her  
20 hourly rate under state minimum wage law should have been \$8.25 per hour on  
21 straight time and \$12.375 per hour for all overtime hours in excess of 8 hours per  
22 day. For 2015 Plaintiff Juley Zizi is owed \$4,945.00 (\$17,287.50-\$12,342.50).
- 23 24. In 2016 Plaintiff Juley Zizi worked a total of 1,600 hours of straight time and a total  
24 of 80 hours of overtime. For that year she only received \$2,429.63 in wages. Her  
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hourly rate under state minimum wage law should have been \$8.25 per hour on straight time and \$12.375 per hour for all overtime hours in excess of 8 hours per day. For 2016 Plaintiff Juley Zizi is owed \$14,190.00 (\$17,287.50-\$2,429.63).

25. The minimum wage under FLSA during the relevant time period was \$7.25 per hour. The FLSA overtime rate based on the minimum wage was \$10.88 per hour.

26. At no time were the Plaintiffs exempt from overtime under the Act, or Nevada state law.

27. The Defendants' acts of failing and refusing to pay the Plaintiffs their justly due wages and overtime pay were willful acts.

#### **A. FIRST CLAIM: VIOLATION OF FLSA MINIMUM WAGE LAW**

28. All other pertinent paragraphs set forth herein are incorporated here by reference as if fully set forth and re-alleged.

29. The plaintiffs brings this First Claim for Relief pursuant to 29 U.S.C. § 216(b).

30. Pursuant to the applicable provisions of the FLSA, 29 U.S.C. § 206 and/or §207, each individual plaintiff was entitled to a minimum wage for all hours worked up to and including forty (40) hours per week, each individual plaintiff worked more than forty (40) hours per week for the defendants during most (if not all) of the weeks during which they worked for the defendants, and the defendants willfully failed to make said minimum wage payments.

31. Plaintiffs seek, on this First Claim for Relief, a judgment for unpaid minimum wages and additional liquidated damages of 100% of any unpaid minimum wages, such sums to be determined based upon an accounting of the hours worked by, and wages

1 actually paid to the plaintiff and the plaintiff also seeks an award of attorney's fees,  
2 interest and costs as provided for by the FLSA.

3 32. Defendants violations of the FLSA were intentional and willful.  
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5 **B. SECOND CLAIM: VIOLATION OF FLSA OVERTIME WAGE LAW**

6 33. All other pertinent paragraphs set forth herein are incorporated here by reference as  
7 if fully set forth and re-alleged.

8 34. The plaintiffs bring this Second Claim for Relief pursuant to 29 U.S.C. § 216(b).

9 35. Pursuant to the applicable provisions of the FLSA, 29 U.S.C. § 206 and/or §207,  
10 each individual plaintiff was entitled to an overtime hourly wage of time and one-half  
11 of his or her regular hourly wage for all hours worked in excess of forty (40) hours  
12 per week, the individual plaintiffs worked more than forty (40) hours per week for  
13 the defendants during most (if not all) of the weeks during which she worked for the  
14 defendants, and the defendants willfully failed to make said overtime payments.  
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16 36. Plaintiff seeks, on this Second Claim for Relief, a judgment for unpaid overtime  
17 wages and additional liquidated damages of 100% of any unpaid overtime wages,  
18 such sums to be determined based upon an accounting of the hours worked by, and  
19 wages actually paid to the plaintiff and the plaintiff also seeks an award of attorney's  
20 fees, interest and costs as provided for by the FLSA.  
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22 37. Defendants violations of the FLSA were intentional and willful.  
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24 **C. THIRD CLAIM: VIOLATION OF NEVADA MINIMUM WAGE LAW**

25 38. All other pertinent paragraphs set forth herein are incorporated here by reference as  
26 if fully set forth and re-alleged.  
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39. Defendants' failure and refusal to pay minimum wages as set forth herein violates Nevada Constitution Article 15, Section 16.

40. Plaintiff has suffered damages in an amount to be determined at trial.

41. Defendants are liable under Nevada Constitution Article 15, Section 16.

#### **D. FOURTH CLAIM: VIOLATION OF NEVADA OVERTIME WAGE LAW**

42. All other pertinent paragraphs set forth herein are incorporated here by reference as if fully set forth and re-alleged.

43. Defendants have failed to pay Plaintiff overtime wages for all hours worked in excess of 8 hours per day, or 40 hours per week in violation of NRS 608.018.

44. Defendants are liable for overtime wages owed to Plaintiff at the rate of 1.5 times her hourly rate of pay for all hours worked in excess of 8 hours per day or 40 hours per week.

#### **E. FIFTH CLAIM: BREACH OF CONTRACT**

45. During their employment with Defendants, the Plaintiffs advanced money to the Defendants in the form of paying the Defendants' business expenses between June 16, 2014 through August 20, 2016.

46. This advanced money included interest finance charges from credit card companies on expenses charged to the employees' credit card accounts.

47. The total amount of the advances for Defendants' business expenses and interest finance charges made to Defendants by Plaintiffs is in excess of \$27,260.90 and rising with the further incurring of interest finance charges. A summary of the

1 expenses and finance charges is attached hereto as Exhibit 1 and incorporated herein  
2 by this reference.

3 48. The Defendants expressly or impliedly promised and agreed that they would  
4 reimburse the Plaintiffs for their paying the business expenses and incurring the  
5 interest finance charges described herein.

6 49. The Plaintiffs provided the consideration of paying the business expenses and  
7 incurring the interest finance charges.

8 50. The Defendants have breached their express or implied promise to reimburse the  
9 Plaintiffs for the business expenses and interest finance charges and the full amount  
10 remains due and owing.

11 51. The agreement, express or implied, between the Defendants and the Plaintiffs was a  
12 contract or a series of contracts. Defendants breached the contract(s). Plaintiffs  
13 have suffered damages.

14 52. The contract between the Defendants and the Plaintiffs had, as all contract do, an  
15 implied covenant of good faith and fair dealing. The Defendants in terminating the  
16 Plaintiffs employment without reimbursing, as agreed, the expenses and interest  
17 finance charges incurred by Plaintiffs for Defendants' business constitutes a  
18 contractual breach of the implied covenant of good faith and fair dealing. Plaintiffs  
19 have suffered damages.

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22 **F. SIXTH CLAIM: UNJUST ENRICHMENT**

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24 53. All other pertinent paragraphs set forth herein are incorporated here by reference  
25 as if fully set forth and re-alleged.  
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- 1 54. Defendants have received the benefit of the Plaintiffs paying their business  
2 expenses while they were employees of the Defendants.
- 3 55. Defendants have not paid the Plaintiffs back for their having paid their business  
4 expenses and the related interest finance charges.
- 5 56. Defendants have retained the benefits of Plaintiffs paying their business expenses  
6 without reimbursing their employees for such expenses and interest finance  
7 charges and such retention or the benefit unjustly enriches the Defendants against  
8 fundamental principles of justice, equity, and good conscience.
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- 10 57. The Defendants should be required to account for and give restitution to the  
11 Plaintiffs for the amounts that they have expended or incurred for Defendants'  
12 business expenses while the Plaintiffs were employees of the Defendants.
- 13 58. This failure to reimburse these expenses constitutes or has the effect of a  
14 reduction of or failure to pay minimum wages.
- 15 59. Plaintiffs have been forced to expend costs and incur fees to hire an attorney to  
16 pursue their rights under the law and at equity.
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18 **G. SEVENTH CLAIM: WAGES DUE AND OWING WITH STATUTORY PENALTY**  
19 **UNDER NRS 608.040**

- 20 60. All other pertinent paragraphs set forth herein are incorporated here by reference as  
21 if fully set forth and re-alleged.
- 22 61. Defendants failed and neglected to timely pay the Plaintiffs their final wages in  
23 accordance with NRS 608.020 in that they failed to pay to plaintiffs their final wages  
24 when due to the plaintiffs upon their being terminated or within 3 days thereafter.
- 25 62. Defendants are liable to Plaintiffs for the statutory penalty provided in NRS 608.040.
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63. Plaintiffs have been forced to expend costs and incur fees to hire an attorney to pursue their rights under the law.

### III. DEMAND FOR JUDGMENT FOR RELIEF

The Plaintiff prays judgment against the Defendants, and each of them, as follows:

A. All applicable relief provided for under 29 U.S.C. § 216 (b) including, but not limited to:

1. Money damages for unpaid wages, salary, employment benefits, or other compensation denied or lost due to the violations of law by the Defendants;
2. An additional amount as liquidated damages equal to the sum of the amount of damages awarded for overtime compensation denied or lost due to the violations of FLSA by the Defendants in accordance with 29 U.S.C. § 216;
3. Interest on the amounts awarded under 1 and 2 above at the prevailing rate;
4. Equitable relief as may be appropriate;
5. Reasonable attorney's fees, reasonable expert witness fees, and other costs of the action;

B. All applicable remedies provided for under Nevada Constitution Article 15, Section 16, including "all remedies available under the law or in equity appropriate to remedy any violation of this section, including but not limited to back pay, damages, reinstatement or injunctive relief. An employee who prevails in any action to enforce this section shall be awarded his or her reasonable attorney's fees and costs."

C. All applicable remedies for Defendants' violation of NRS 608.018 failure to pay overtime.

D. Money damages for breach of contract and/or breach of the implied covenant of good faith and fair dealing.

E. Restitution of the amounts of the Defendants' business expenses and related finance charges incurred or paid by Plaintiffs to avoid the inequitable unjust enrichment of the

Defendants at the expense of its employees.

F. Pre-judgment and Post-judgment interest on all applicable sums due.

G. Money Damages for Plaintiff's unpaid final wages and the statutory penalty of thirty (30) day's pay at Plaintiff's regular rate of pay in accordance with NRS 608.040.

H. For trial by jury on all issues that may be tried to by a jury.

I. For such other and further relief as the Court may deem just and proper.

DATED this 11<sup>th</sup> day of January, 2017.

\_\_\_\_\_  
/s/ James P. Kemp  
JAMES P. KEMP, ESQUIRE  
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EXHIBIT 1

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**TSADOK AND JULEY AASL TIMESHEET AND EXPENSES**

6/16/2014	US Bank	Cash Bank deposit-open checking account at US Bank--cash	\$1,300.00	\$1,300.00		
6/8/2014	Dependable Recovery	Repo Charge for town car 686YGW	\$575.00	\$575.00		
6/8/2014	Dependable Recovery	Repo Charge for town car 924LUW	\$375.00	\$375.00		
6/20/2014	US Bank	Cash Bank Deposit-Tzadok's(Steve) own money to cover operating - payroll expenses	\$300.00	\$300.00		
6/23/2014	US Bank	Bank deposit-- Tzadok's (Steve) own money to cover operating - payroll expenses	\$1,200.00	\$1,200.00		
6/25/2014	Auto Trend	Purchase of Linc. Town Car Exec	\$7,400.00		\$10,804.52	16.24% interest x 2 years 10 months = \$3404.52+ 7400 = \$10,804.52
6/29/2014	US Bank	Cash Bank deposit-- Tzadok's (Steve) own money to cover operating-payroll expenses	\$1,300.00	\$1,300.00		
7/31/14	US Bank	Bank Deposit of Tzadok's (Steve) own money to cover IRS payment	\$350.00	\$350.00		
1/15/16	McCullough & Associates	Manly and Sas Lawsuit	\$2,105.72		\$2,366.11	13.49% interest x 10 months = \$260.00 + \$2105.72 = \$2,366.11
3/16/16	Garg Golden Law Firm	Manly and Sas Lawsuit			\$3,893.46	13.49% interest x 8 months = \$393 + \$3,500 = \$3,893.46
3/28/16	Western Reporting	Legal Deposition on Aaron Sas Documents	\$988.10		\$1,077.10	13.49% interest x 8 months = \$89.00 + 988.10 = \$1,077.10
4/4/16	Secretary of State	Company License	\$825.00		\$825.00	6-22-16 Chk#1229
8/15/16	Garg Golden Law Firm	Manly and Sas Lawsuit	\$2,500.00		\$2,500.00	dispute on card 10/21/16
8/20/16	Geico-Indemnity Car Insurance	Vehicle Insurance for August Month	\$1,175.20		\$1,219.71	15.15% interest x 3 months = \$44.51 + \$1,175.20 = \$1,219.71